

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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ANIBAL GUTAMA,

Plaintiff,

-against-

WHITESTONE AIR INC., KONSTANTINA  
BISCARDI a/k/a KONSTANTINA TEGERIDES, and  
MICHAEL TEGRERIDES,

Defendants.

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Emanuel Kataev, Esq., declares, pursuant to 28 U.S.C. § 1746, under penalty of perjury,  
that the following is true and correct:

1. I am admitted to practice before this Court and am a member of Sage Legal LLC (“Sage”), who are the attorneys for the Defendants in this case.
2. As such, I am familiar with all the facts and circumstances heretofore had herein based upon my personal knowledge and a review of the file maintained by this office.
3. On Thursday, March 13, 2025, the individual Defendants met with me and signed a retainer agreement, leaving a check for me to deposit in the Sage IOLA account.
4. On Friday, March 14, 2025, I deposited the check.
5. On Wednesday, March 19, 2025, I received notice that the check had bounced.
6. I contacted the individual Defendants to notify them of this and requested payment on or before Friday, March 21, 2025.
7. After receiving and granting numerous requests for more time to make the payment, the Defendants have failed to make the payment.
8. As a result, I regrettably request that I be relieved as counsel.

**Case No.: 1:23-cv-2802 (ENV) (PK)**

**DECLARATION OF EMANUEL  
KATAEV, ESQ. IN SUPPORT OF  
LETTER MOTION TO  
WITHDRAW AS COUNSEL**

9. It is well settled under Local Civil Rule 1.4 that a client's failure to pay legal fees constitutes "satisfactory reasons for withdrawal as counsel." See Team Obsolete, Ltd. v. A.H.R.M.A., Ltd., 464 F. Supp. 164, 165 (E.D.N.Y. 2006); see also Chen v. Kicho Corp., 2020 U.S. Dist. LEXIS 111590, \*4 (S.D.N.Y. June 24, 2020).

10. Moreover, the New York Rules of Professional Conduct ("RPC") permit a lawyer to "withdraw from representing a client if . . . [t]he client... [d]eliberately disregards an agreement or obligation to the lawyer as to expenses or fees." See RPC § 1.16(c)(5).

11. The Defendants have not paid Sage for past legal services rendered and appear unable to pay Sage for future legal services.

12. Accordingly, Sage respectfully requests to be relieved as their counsel.

13. Sage is not asserting a retaining or charging lien.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 28, 2025.

/s/ Emanuel Kataev, Esq.  
Emanuel Kataev, Esq.